

20-50804

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Certified Mail Article Number: 7016 2070 0000 0219 9385

thomas james brown boy, creditor beneficiary
 c/o Thomas James Brown O&B Trust
 c/o 15216 Carlisle Street
 Detroit, Michigan [48205-9998]
 248.227.9679

Non domestic without U.S.
 Claimant

September 14, [2020] 1441

Denise Page Hood dba CHIEF JUDGE 7016 2070 0000 0219 9385
 Victoria A. Roberts dba JUDGE [2:20-mc-50795-VAR-EAS]
 Lauria J. Michelson dba JUDGE [20-mc-50804-LJM-EAS] [20-mc-50813-LJM]
 Bernard A. Friedman dba JUDGE [20-mc-50805-BAF]
 Elizabeth A. Stafford dba MAGISTRATE
 UNITED STATE DISTRICT COURT FOR THE EASTERN DISTRICT OF MICHIGAN
 Theodore Levin United States Courthouse
 231 West Lafayette Boulevard
 Detroit, Michigan 48226
 313.234.5400
Julie_owens@mied.uscourts.gov

Kenson J. Siver dba MAYOR 7016 2070 0000 0219 9408
 Elvin Barren dba POLICE CHIEF
 Nick Loussia dba Deputy Chief
 Sherika L. Hawkins dba City Clerk
 CITY OF SOUTHFIELD
 26000 Evergreen Road
 Southfield, Michigan 48076
 248-796-5100
ksiver@cityofsouthfield.com
ebarren@cityofsouthfield.com
nloussiac@cityofsouthfield.com
shawkins@cityofsouthfield.com
 libellee(s)

Shelia R. Johnson dba acting as JUDGE 7016 2070 0000 0219 9392
 Debra Nance dba acting as JUDGE
 Cynthia M. Arvant dba acting as JUDGE
 Rence Shelide dba Court Administrator
 Frederick E. Zorn dba acting as Administrator
 Dawn King dba Assistant City Attorney
 Sue Ward-Witkowski dba Prosecutor
 De facto State of Michigan 46th District Court
 26000 Evergreen Road
 Southfield, Mi 48076
 248-796-5800
46courtemergency@cityofsouthfield.com
 libellee(s)

Lisa L. Asadoorian dba acting as JUDGE [P-42708] 70162070000002199378
 Ralph Maccarone dba acting as PROSECUTOR
 Bryan K. Barnett dba acting as MAYOR
 Tina Barton dba acting as CITY CLERK
 Bart Wilson dba acting as OAKLAND COUNTY SHERIFF CAPTAIN
 CITY OF ROCHESTER HILLS 52-3 DISTRICT COURT
 700 BARCLAY CIRCLE
 ROCHESTER HILLS, MI 48307

POOR QUALITY ORIGINAL

Clean Hands And Fictitious Plaintiff

Page 1 of 5

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248-853-5553

clerksoffice@rochesterhills.org

mayorsoffice@rochesterhills.org

wilsonb@oakgov.com

libellee(s)

RE: Third Party interloper STATE OF MICHIGAN 46th DISTRICT COURT CORPORATION, Case No. 13-S-01808, LT-13-5745, 2013-137843-AV; USPO Receipt No. 70131090000147343599, Affidavit of Common Law Lien, 70180680000120908987, 70180680000120908994, 70180680000120909007, Foreign Entity, Agency, or State Cannot Bring Any Suit, 70183090000107307875, 70183090000107307882 FIDUCIARY DUTY, 70192970000004873533, 70192970000004873540, 70192970000004873557 Affidavit of Universal commercial code financing statement, 70150640000121204472 NOTICE OF DISHONOR OR ALL FOREIGN AGENTS: After over 40 documents sent and no response to any I have exhausted all remedy and they have conspired to kidnapping, trespassing and converting private property with no lawful right for over 8 year and refuse to release and return my property.

The Common-Law Courts Have Jurisdiction Within the Body of the County
Ab auctoritate legis, Infra Jurisdictionem
Public Notice/Public Record

This Act may be cited as the Common-Law Act whereas defined by virtue of: That the common-law of England, so far as the same is applicable and of a general nature, and all statutes or acts of the British parliament made in aid of, and to supply the defects of the common-law, prior to the fourth year of James the First, excepting the second section of the sixth chapter of 43^d Elizabeth, the eight chapter of 13th Elizabeth, and ninth chapter of 37th Henry Eighth, and which are of a general nature and not local to that kingdom, shall be the rule of decision, and shall be considered as of full force until repealed by legislative authority. (Source: R.S. 1874, p. 269.)

INFRA CORPUS COMITATUS defined: Within the body of the county. 2. The common-law courts have jurisdiction infra corpus comitatus; the admiralty, on the contrary, has no such jurisdiction, unless, indeed, the tidewater may extend within such county. 5 Howard's U. S. Rep. 441, 451. A Law Dictionary Adapted To The Constitution and Laws of the United States of America and of the Several States of the American Union by John Bouvier Revised Sixth Edition, 1856

COMMON-LAW defined: As distinguished from statutory law created by the enactment of legislatures, the common law comprises the body of those principles and rules of action, relating to the government and security of persons and property, which derive their authority solely from usages and customs of immemorial antiquity, or from the judgments and decrees of the courts recognizing, affirming, and enforcing such usages and customs; and, in this sense, particularly the ancient unwritten law of England. In general, it is a body of law that develops and derives through judicial decisions, as distinguished from legislative enactments. The "common law" is all the statutory and case law background of England and the American colonies before the American revolution. People v. Rehman, 253 C.A.2d 119, 61 Cal. Rptr. 65, 85. It consists of those principles, usage and rules of action applicable to government and security of persons and property, which do not rest for their authority upon any express and positive declaration of the will of the legislature. Bishop v. U. S., D.C.Tex., 334 F.Supp. 415, 418.

As distinguished from ecclesiastical law, it is the system of jurisprudence administered by the purely secular tribunals. Calif. Civil Code, Section 22.2, provides that the "common law of England, so far as it is not repugnant to or inconsistent with the Constitution of the United States, or the Constitution or laws of this State, is the rule of decision in all the courts of this State." In a broad sense, "common law" may designate all that part of the positive law, juristic theory, and ancient custom of any state or nation, which is of general and universal application, thus marking off special or local rules or customs. For Federal common law, see that title. As a compound adjective "common-law" is understood as contrasted with or opposed to "statutory," and sometimes also to "equitable" or to "criminal." Black's Law Dictionary Sixth Edition (page 276, 277)

COMMON-LAW ACTION defined: Action governed by common law, rather than statutory, equitable, or civil law. Black's Law Dictionary Sixth Edition (page 277)

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RULE defined: n. An established standard, guide, or regulation; a principle or regulation set up by authority, prescribing or directing action or forbearance; as, the rules of a legislative body, of a company, court, public office, of the law, of ethics. A regulation made by a court of justice or public office with reference to the conduct of business therein. Black's Law Dictionary Revised Fourth Edition (page 1496)

OF FORCE defined: In force; extant; not obsolete; existing as a binding or obligatory power. Black's Law Dictionary Revised Fourth Edition (page 1232)

FULL defined: Abundantly provided, sufficient in quantity or degree, complete, entire, and detailed. City of Orlando v. Evans, 132 Fla. 609, 182 So. 264, 268. Having no open space. In re California Land Buyers Syndicate, D.C.Cal., 22 F.Supp. 183, 186. Ample; perfect; mature; not wanting in any essential quality. Mobile School Com'rs v. Putnam, 44 Ala. 537; McCrary v. McCrary, Tex.Civ.App., 230 S.W. 187, 207. Black's Law Dictionary Revised Fourth Edition (page 800)

Exempt Private Property defined by virtue of: Property; property interest. The terms property and property interest include, but are not limited to, money, checks, drafts, bullion, bank deposits, savings accounts, debts, indebtedness, obligations, notes, guarantees, debentures, stocks, bonds, coupons, any other financial instruments, bankers acceptances, mortgages, pledges, liens or other rights in the nature of security, warehouse receipts, bills of lading, trust receipts, bills of sale, any other evidences of title, ownership or indebtedness, letters of credit and any documents relating to any rights or obligations thereunder, powers of attorney, goods, wares, merchandise, chattels, stocks on hand, ships, goods on ships, real estate mortgages, deeds of trust, vendors' sales agreements, land contracts, leaseholds, ground rents, real estate and any other interest therein, options, negotiable instruments, trade acceptances, royalties, book accounts, accounts payable, judgments, patents, trademarks or copyrights, insurance policies, safe deposit boxes and their contents, annuities, pooling agreements, services of any nature whatsoever, contracts of any nature whatsoever, and any other property, real, personal, or mixed, tangible or intangible, or interest or interests therein, present, future or contingent in perpetuity.

Notice to Agent is notice to Principle: Notice to Principle is Notice to Agent. All are without excuse. Including but not limited to; successors and or assigns, d/b/a/ the U.S., all Enclaves, Insular Possessions, Territories, together with all Cities, Municipalities, Counties, Townships, etc., all sundry employees, agents, officers, officials, independent contractors, and all a/k/a: PUBLIC SERVANTS commencing this binding contract.

Notice Breach of Fiduciary Duty Affidavit of Obligation (Fee Schedule)

Whereas defined by virtue of: **Notice of Breach of Fiduciary:** (a) In this section: (1) "**Fiduciary**" means an agent, trustee, partner, corporate officer or director, or other representative owing a fiduciary duty with respect to an instrument. (2) "**Represented person**" means the principal, beneficiary, partnership, corporation, or other person to whom the duty stated in paragraph (1) is owed. (b) If (i) an instrument is taken from a fiduciary for payment or collection or for value, (ii) the taker has knowledge of the fiduciary status of the fiduciary, and (iii) the represented person makes a claim to the instrument or its proceeds on the basis that the transaction of the fiduciary is a breach of fiduciary duty, the following rules apply: (1) Notice of breach of fiduciary duty by the fiduciary is notice of the claim of the represented person.

Common-law remedy: Trustee(s), agent(s) Fee Schedule and Invoice (Billing) Statement; including but not limited to this schedule:

(1) Breach, Trespass on Cestui Que Trust matter(s) and trust property, including any trust property impaired as a result of any action taken without consent. 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per trespass per person.

(2) Breach Fiduciary(s), agent(s) Correspondence not signed in affidavit form (under penalties of perjury, commercial liability). 10,000 in silver dollar coin convertible at the

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legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per communication not in compliance.

(3) Breach Fiduciary(s), agent(s) Foreclosure, Repossession, Court Matters against Cestui Que Trust 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars.

(4) Breach Fiduciary(s), agent(s) Taking of any Cestui Que Trust property thru force, duress, coercion, conversion (including but not limited to arrest/kidnapping) 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per occurrence.

(5) Self-Executing Lease Agreement (contract) created upon the taking thru force, duress, coercion, conversion of any Cestui Que Trust property 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars lease/per day out of possession of beneficiary.

(6) Fiduciary(s), agent(s) Harassment after notice 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per occurrence.

(7) Breach Fiduciary(s), agent(s) Violation(s): Breach of Close, Breach of Trust, Breach of Contract, Breach of the Peace, Perjury of oath(s)/oath(s) of office of Trustee(s) False Swearing and acting "Without Authority." 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per person per violation.

(8) Breach Fiduciary(s), agents False Statements 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars per person, per false statement.

(9) Breach Fiduciary(s), agent(s) Impairment of Contracts 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars user fee, per person, per impairment.

(10) Breach Fiduciary(s), agent(s) Violation of any un-a-lien-able rights including but not limited to all rights protected by Trusts, Trust Law, Law, Common-Law, International Law, Constitutions, Law of Nations, etc. 10,000 in silver dollar coin convertible at the legal and lawful ratio prescribed by law of 24: 1 of Federal reserve notes to silver dollars user fee, per violation, per person.

THIRD-PARTY-BENEFICIARY defined: One for whose benefit a promise is made in a contract but who is not a party to the contract. Chitlik v. Allstate Ins. Co., 34 Ohio App.2d 193, 299 N.E.2d 295, 297, 63 O.O.2d 364. A person not a party to an insurance contract who has legally enforceable rights thereunder. A prime requisite to the status of "third party beneficiary" under a contract is that the parties to the contract must have intended to benefit the third party, who must be some thing more than a mere incidental beneficiary. McKinney v. Davis, 84 N.M. 352, 503 P.2d 332, 333. See also Privy. Black's Law Dictionary Sixth Edition (page 1480)

Whereas defined by virtue of: U.C.C.: "The Code is complimentary to the Common-Law, which remains in force, except where displaced by the code. A statute should be construed in harmony with the Common-Law, unless there is a clear legislative intent to abrogate the Common-Law." Defines how contract law must be in compliance with the rules of the common law providing there is made a knowing reservation of common law rights.

COMMON LAW defined: That which derives its force and authority from the universal consent and immemorial practice of the people. See Law, common. A Law Dictionary Adapted To The Constitution And Laws Of The United States Of America And Of The Several States Of The American Union by: John Bouvier Revised Sixth Edition, 1856

Public Notice/Public Record by virtue of principles of Common-Law does not recognize, consent or grant any jurisdiction to any (including but not limited to) U.S. corporations,

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administrations departments, agencies, instrumentalities, officials, officers, agents, employees or independent contractors. U.S.A. -- "Without the U.S."

*Postal Inspectors are federal law enforcement officers with investigative jurisdiction in all criminal matters involving the integrity of the mail and the security of the General Post Offices of these united states of America. U.S. Postal Inspection Service, Security Investigations Service Center, 225 N. Humphreys Blvd. 4th Floor, Memphis Tennessee U.S.A. (zip not required) Whereas defined by virtue of: General Post Office Laws and the Jurisdiction of the Universal Postal Union and the Common-Law Act

NOTICE: Public acts defined: are those which have a public authority, and which have been made before public officers, are authorized by a public seal, have been made public by the authority of a magistrate, or which have been extracted and been properly authenticated from public records. Black's Law Dictionary Sixth Edition (page 26)

In full life Sui Juris, known as: John, of the genealogy of Doe, freeborn spiritual being on the land state the facts contained herein are true, correct, complete, and not misleading, to the best of my personal first hand knowledge and belief. Being of sound mind, competent, over the age of 18. This my free will, voluntary act and deed to make, execute, seal, acknowledge and deliver under my hand and seal with explicit reservation of all my un-alien-able rights and my specific common-law right not to be bound by any contract or obligation which I have not entered into knowingly, willingly, voluntarily, and without misrepresentation, duress, or coercion, whereby I did not sign nor consent. I do not claim to be a NAME, CITIZEN, RESIDENT, a U.S. Citizen a Fourteenth Amendment Federal Citizen or Employee, I am not bound by sworn oath or oath of office. Whereas I hereby disclaim Clauses One and Two of Section One to the Fourteenth Amendment, together with Article Four Section Three Clause Two. I do hereby certify, verify, state, claim and declare forever in perpetuity without abandonment; Real Property (on Earth); Personal Property (body); and Ecclesiastical Property (soul) together with all trusts, probate, rights, titles, interests droit, droit both absolute and contingent, "Without the U.S." Should this not be true then let the record be corrected or it will stand as truth. Time is of the essence.

Veracity: In my Private Capacity as General Executor/Executrix (Administrator) of said Cestui Que Trust account, creditor with private and solvent standing in law, Droit, Droit. This serves "Notice" that your offer has been Accepted as Valuable Consideration and Returned for Value. This property is Exempt from Levy. Please Adjust this Account for the Proceeds, Products, Accounts and Fixtures and Release The Order(s) of The Court to Me Immediately, as issued hereunder shall to the extent thereof be a full acquittance and discharge for all purposes of the obligation. Make adjustment and close this account immediately, absolutely absolve with prejudice in perpetuity. Whereby this agreement it is understood: I accept your Oath, Oath of Office as Security Agreement, Constitutions as by-laws, and Malfeasance, Fidelity Bond and place you in the Private commencing this private self-executing-authenticating binding contract between you and I. Further, I appoint you trustee "Fully Personally Liable Now" on your honor and solemn Oath; to undertake; to perform your "obligations and duties" to Protect My un-a-lien-able Rights in your "Fiduciary Capacity" against any and all claims rights, titles, interests, trespass, legal actions, orders, warrants, judgments, demands, liabilities, losses, foreclosure, depositions, summonses, lawsuits, costs, fines, liens, levies, penalties, taxes, damages, interests, and expenses whatsoever, both absolute and contingent, as are due and as might become due, now existing and as might hereafter arise, and as might be suffered by, imposed on, and incurred by Debtor for any and every reason, purpose, and cause whatsoever (safe-conduct) Foreign Sovereign Immunity Act. Please honor Obligation of Good Faith in Performance of your Duties. Quid Pro Quos, an equal exchange or substitution.

This my free will, voluntary act and deed true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver under my hand and seal, explicitly reserving all rights without prejudice;

By: Thomas James Brown boy
Sui Juris known as: thomas james brown boy Bailor for Thomas James Brown Bailor

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OF THE RETURN ADDRESS, FOLD AT DOTTED LINE